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US PUBLIC EMPLOYMENT RELATIONS BOARD  
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# Contractual Agreement **CONCILIATION**

Between

FOOD SERVICE EMPLOYEES DIVISION

LOCAL 200 UNITED

SERVICE EMPLOYEES INTERNATIONAL UNION  
AFL-CIO

And

NORTH SYRACUSE CENTRAL SCHOOL DISTRICT

July 1, 2004 - June 30, 2007



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AGREEMENT

BETWEEN THE NORTH SYRACUSE CENTRAL SCHOOL  
DISTRICT (HEREIN CALLED "DISTRICT") AND THE  
NORTH SYRACUSE FOOD SERVICE DIVISION, LOCAL  
200UNITED, SERVICE EMPLOYEES INTERNATIONAL  
UNION, AFL-CIO (HEREIN CALLED "UNION").

## 1. PREAMBLE

WHEREAS, the parties hereto desire to promote harmonious, cooperative relationships between the District and its employees of the Union regarding salaries, hours and other items and conditions of employment so that the cause of public education is orderly and uninterrupted, and

WHEREAS, both parties have negotiated in good faith and have reached mutual understanding under the requirements and provisions of the Public Employees' Fair Employment Act (Article 14 of the Civil Service law),

NOW, THEREFORE, BE IT AGREED:

## 2. RECOGNITION

- 2.1 The District agrees to recognize the Union as the exclusive bargaining agent for all employees in the Bargaining Unit as hereinafter defined and extends to the Union the following:
- (a) to exclusively represent employees in the Unit regarding collective negotiations.
  - (b) to represent employees in the Unit in the settlement of grievances.
  - (c) to membership dues deduction upon receipt of dues deduction authorization cards signed by individual employees.
  - (d) to unchallenged representation status during the period prescribed by Section 208 of the Public Employees' Fair Employment Act.
- 2.2 The Union agrees and affirms that it does not have and will not assert the right to strike against the District, to assist or participate in any such strike, or to impose an obligation to conduct, condone, assist, or participate in such a strike.
- 2.3 If, during the duration of this Agreement, the District determines to contract or subcontract any or all of the operations performed by members of this bargaining unit, the District shall negotiate the impact (as defined by New York Public Employment Relations Board) of such decision upon the member of this bargaining unit only if such impact results in the loss of working hours to the union.

If the District anticipates sub-contraction services provided by employees within this Unit, the Union will be informed of this at the earliest possible date.

This paragraph is not intended to infringe on management rights stated in Article 5 and past practices related to the rights stated in Article 5.

### 3. BOARD OF EDUCATION

- 3.1 The Union agrees that the Board of Education is the policy-making body of the District as imposed by Section 1709 of the Education Law and the rules and regulations of the Education Commissioner.
- 3.2 The Board's policies shall not conflict with any provision of this Agreement unless such policy is necessary in order that the Board fulfill its legal responsibility in accordance with Section 1709. Should any such conflicting policy be necessary then that policy shall only reflect on the Paragraph or Paragraphs of this Agreement which such policy specifically by subject matter refers to and all other Paragraphs of this Agreement not affected shall continue in full force and effect.

### 4. BARGAINING UNIT

- 4.1 The Unit shall include all Cook Managers, Cooks, and Food Services Helpers. The Unit excludes all substitutes, classes, groups or individual employees not included in this Paragraph.

### 5. MANAGEMENT RIGHTS

- 5.1 All management rights and functions, except those which are clearly and expressly limited in this Agreement, shall remain vested exclusively in the employer.

Except as otherwise specifically provided in this Agreement, the Board of Education has the sole and exclusive right to exercise all the rights or functions of management, and the exercise of any such rights or functions shall not be subject to the grievance or arbitration provisions of this Agreement.

It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

- a. manage the district
- b. schedule working hours
- c. establish, modify or change work schedules or standards
- d. institute changes in procedures
- e. direct the employee forces, including the right to hire, promote, demote, transfer, suspend, discipline or discharge any employee
- f. determine the location of any new schools, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing or closing of schools, departments, divisions or subdivisions thereof
- g. determine services to be rendered
- h. determine the layout of buildings and equipment and materials to be used therein



- i. determine processes, techniques, methods and means used by employees in the performance of their duties
- j. determine the size, character and use of inventories
- k. determine financial policy, including accounting procedures
- l. determine community relations policy
- m. determine the administrative organization of the system
- n. determine selection, promotion, or transfer of employees to supervisory or other administrative positions or other positions outside the Unit
- o. determine the size and characteristics of the employee force
- p. determine the allocation and assignment of work to employees
- q. determine policy affecting the selection of new employees
- r. determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required
- s. determine administration of discipline
- t. determine control and use of school property, materials and equipment
- u. schedule work sessions and determine the number and duration of work sessions
- v. establish, modify, eliminate or enforce rules and regulations
- w. transfer children from one location to another
- x. place work with outside firms
- y. determine the amount of administrative and supervisory personnel necessary.

It is agreed that the enumeration of management prerogatives above shall not be deemed to exclude other management prerogatives not specifically enumerated above.

## 6. UNION DUES AND ASSESSMENTS

- 6.1 The District agrees to deduct Union initiation fees (if applicable), assessments (where applicable) and dues from the wages of those employees who have voluntarily signed valid dues deduction authorization forms permitting said deductions.
- 6.2 All employees in this bargaining unit who are employed by the District and do not join the union shall pay to the union a service charge as a contribution towards the cost of administration of this agreement and the representation of such employee. The amount of such service charge shall be equivalent to the dues required of the members of the association. The service fee shall commence thirty (30) days after employment and shall be deducted by the District subject to the provisions of applicable law, from each employees paycheck in equal installments beginning with the first paycheck after completion of the thirty (30) days.
- 6.3 The District further agrees to remit membership dues, initiation fees, assessments and agency shop fees along with an itemized listing of such deductions from whom such deductions were made, to the Service Employees International Union, Local 200 United, as promptly as possible during the month following the month when such deductions were made.

- 6.4 The union certifies that it has created a legal refund procedure for agency fee payers who object to illegal expenditures, and that it has procedures for dealing with such fees and with agency fee payers in a lawful manner.

The Board of Education shall be held harmless and the Union agrees to compensate the District for any damages it incurs, including litigation expenses, in connection with member and/or agency fee deductions.

- 6.5 In the event that the District incurs any liability for damages, litigation expenses, or any other expenses whatsoever in connection with the agency fee deduction, the union agrees to indemnify the District and hold it harmless for such expenses.

## 7. EMPLOYMENT DEFINITIONS

### 7.1 Full-time employees

Full-time employees are those employed for the regular ten (10) month School Year for employment which requires an average of seven (7) hours per day for Cook Manager, and minimum of six (6) hours for Cooks.

### 7.2 Part-time employees

Part-time employees are those employed during the regular ten (10) month School Year for employment which requires less than an average of six (6) hours per day.

### 7.3 Work Year

During the term of this Agreement and for the purpose of this article until a successor Agreement is executed, each member of the Services Unit, employed by the District during the ten (10) month academic year, who is employed in any capacity by the District as of the last day of any academic year, or term, or the last day preceding any customary and established school vacation period, holiday recess of schools, or other school recess shall continue to be employed in the same capacity at the commencement of the ensuing year or term and at the commencement of the period immediately following such vacation period, holiday recess, or other school recess, unless such Unit member is given written notice before the last day of such academic year or term or the last day preceding such vacation period, holiday recess, or other school recess that his/her said services will not be resumed at the commencement of the aforesaid academic year or term, or period immediately following such holiday vacation or recess.

It is understood and agreed that subject to the specific provisions of this Article relating to continuation of services, the provisions of this Article are not intended to nor shall same be construed:

- a. To deprive any Unit member employed by the District of legal employment rights that such employee possesses in the absence of this Article.

- b. To deprive the District of any legal rights to terminate at any time any employee of the aforesaid Unit that the District possesses in the absence of this Article.

7.3.1 The work year will be the same as the North Syracuse School District calendar unless otherwise stated by the District.

- a. During the work year, the District reserves the right to temporarily reassign staff to other buildings due to staff shortages for no more than 3 days, unless mutually agreed to between employer and employee.
- b. The District will notify the effected unit members as soon as it is aware of staff shortages.
- c. Before staff are reassigned, the District will fill staff shortages according to the following criteria:
  - 1) Substitutes
  - 2) Ask for volunteers for reassignment.
- d. Reassigned staff will be accomplished based on rotation by seniority with the required skills needed to fill the position. Least senior staff will be assigned first.
- e. The district will provide the union with seniority lists by job duties each year.
- f. Staff reassignments will not result in a decrease in hours or hourly rate of pay.
- g. On student half-days, the District reserves the right to reduces employee hours commensurate with District needs.
- h. On student half-days, the District reserves the right to assign staff to other buildings.

## 8. WAGES

- 8.1 The rates shown in the Classification and Rate Schedule (Appendix "A") are effective July 1, 2004, and shall remain in effect during the life of this Agreement.

The district will increase the hourly rates listed in Appendix "A" of the contract by 4% each year for July 1, 2004, to June 30, 2007.

- 8.2 Upon receipt of written authorization from an employee, the Employer shall pursuant to such authorization, deduct from the wages of the employee a sum specified in said authorization, and remit same for the SEIU Committee on Political Education (COPE). The Union shall provide a standard "Voluntary COPE Deduction Authorization Form" for the purpose of this authorization. Such deduction shall begin in the month of October provided the District's Business Office receives said authorization by the 2<sup>nd</sup> week in September.

- 8.3 Food Service workers who are temporarily assigned as Cooks shall receive after five (5) consecutive work days (in the absence of the Cook) an additional 8% of their hourly rate for each additional day worked, and providing they assume the entire responsibilities of the Cook.

- 8.4 Cooks who are temporarily assigned as Cook Managers shall receive after five (5) consecutive work days (in the absence of the Cook Manager) an additional 8% of their hourly rate for each additional day worked, and providing they assume the entire responsibilities of the Cook Manager.
- 8.5 Lunch duties during summer school programs will be paid at the regular rate.
- 8.6 If an employee is called in to work outside of there regularly scheduled hours, the employee will receive a minimum of two (2) hours pay.
- 8.7 Catering Events are those functions that occur outside of the breakfast and lunch programs such as banquets, luncheons, birthday parties, and beverages/food for District groups, etc.

All employees shall be paid \$2.00 per hour in addition to their regular hourly rate for those hours worked at extra-curricular activities, with a guarantee of a minimum of two (2) hours.

In the event there are no volunteers the employer shall have the right to assign such duty by inverse seniority. However, such employee must have the skills to meet the activity needs.

- 8.8 All employees will be paid per Appendixes A, B and C for hours worked at Concession Events, with a guarantee of a minimum of two (2) hours. Concession events are those functions that occur outside of the breakfast and lunch programs that are conducted at the C-NS Athletic Complex and at the Gillette Road Northern Onondaga Sports Complex. Hours worked in these positions will not be credited toward hours needed for benefits.

- 8.9 The District will provide the Union with the following payroll information:

- Name
- Date of Hire
- Social Security
- Dues Paid
- Full-Time / Part-Time
- Hourly Rate
- Number of Hours Worked
- Termination Date

The information will be provided to the Union only if the payroll software can provide such a report.

- 8.10 The Four-step Salary Guide for employees shall consist of a Hiring Rate, Job Rate, Career Rate, and Longevity Rate. The movement between said rates will be accomplished in the following manner:

8.10.1 Employees shall move from Hiring to Job Rate upon completion of 12 working months service to the District, for those hired after July 1, 1994. It shall be the responsibility of the Food Service Office to coordinate rate changes.

8.10.2 Upon completion of the Hiring Rate period as defined above, the Food Service employee automatically moves to the current Job Rate.

8.10.3 Career Rate

a. The Career Rate shall be paid to the Food Service employee upon completion of six (6) years of service with the District. The movement to the Career Rate shall be the next pay period after attaining the anniversary date of six (6) years.

b. It is the responsibility of the Food Service Office to coordinate this rate change.

8.10.4 Longevity Rate

a. The Longevity Rate shall be paid to the Food Service employee upon completion of twelve (12) years of service with the District. The movement to the Longevity Rate shall be the next pay period after attaining the anniversary date of twelve (12) years.

b. It is the responsibility of the Food Service Office to coordinate this rate change.

8.11 Employees who are assigned to do the breakfast program on half-day (1/2) sessions shall be guaranteed a minimum of two (2) hours. The cook manager's shall assign duties so to fill the full two hours.

## 9. OVERTIME PAY

9.1 All employees shall be paid one and one-half (1½) times their regular hourly rate for all hours worked in excess of forty (40) hours per week.

9.2 Paid holidays shall be counted as days worked.

9.3 All employees shall be paid one and one-half (1½) times their regular hourly rate for all hours worked on Sundays or holidays.

## 10. HOURS OF WORK

10.1 The regular day for full-time employees shall consist of an average of seven (7) hours for Cook Manager and minimum of six (6) hours for Food Service Helper (full-time) Monday through Friday. The regular week for full-time employees shall consist of thirty-five (35) hours for Cook Manager and average thirty (30) hours for Food Service Helper (full-time).

## 11. EVALUATION

- 11.1 All Food Service staff members will be evaluated once during the year.

## 12. SICK LEAVE/FAMILY DAYS/BEREAVEMENT LEAVE

- 12.1 All full-time employees' annual allotment of 15 days per Agreement year, shall be credited to his/her record on the first day he/she reports to work in each new fiscal year, cumulative to a maximum of 210 days.
- 12.2 Full-time employees hired shall earn Sick Leave/Family Days at the rate of one (1) day per month for the first year of service with the District. After the first year of continuous service, their Sick Leave/Family Days accruals shall be credited to them per Section 11.1.
- 12.3 All part-time employees shall receive an annual allotment of five (5) days cumulative to a maximum of sixty (60) days for the purpose of Sick Leave/Family Days. The employees' annual allotment shall be credited to his/her record on the first day he/she reports to work in each new fiscal year.
- 12.4 All employees requesting a sick day must provide the following information:
- A) An indication of who is sick.
  - B) The duration of time the employee will be out, if known.
  - C) The employee will call in each day unless they have a doctor's note stating a specific time frame.
- 12.5 All employees requesting a family day must provide the following information:
- A) Reason
  - B) The duration of time the employee will be out, if known.
- 12.6 The Food Service Department will provide the Cook Managers with Sick Day and Family Day forms. These forms will be completed by the Cook Manager and forwarded to the Food Service office daily (see Appendix D and Appendix E).
- 12.7 The District may when deemed necessary require from an employee returning from Sick satisfactory medical evidence that he/she is capable of performing his/her duties.
- 12.8 Should an employee be paid Sick/Family Leave which was unearned, he/she shall reimburse the District the unearned money.
- 12.9 Employees who work summer hours shall be allowed to draw on their Sick Leave/Family Days accrual.

12.10 Each employee shall be allowed to use a maximum of three (3) days for bereavement in the event of death to any person with the following relationship to the employee:

- |                                |                                 |
|--------------------------------|---------------------------------|
| 1. Spouse                      | 7. Sister-in-law/Brother-in-law |
| 2. Mother/Father               | 8. Daughter-in-law/Son-in-law   |
| 3. Brother/Sister              | 9. Grandchildren                |
| 4. Son/Daughter                | 10. Step-children               |
| 5. Grandparents                | 11. Step-parents                |
| 6. Mother-in-law/Father-in-law |                                 |

### 13. PERSONAL DAY

13.1 All employees who have completed six (6) months in the Bargaining Unit shall be allowed one (1) day paid Leave per Agreement year (non-cumulative) for business purposes (e.g., house closing) that normally could not be completed after the normal work day, provided reasonable written notice is given to the Department Director. Requests for a Personal Day immediately before or after a holiday or vacation period shall be communicated a minimum of five (5) working days prior to the holiday or vacation period. The Director shall have the right to use his/her discretion when:

13.1.1 The number of requests for any one day indicates a lack of sufficient personnel to operate the Department.

13.1.2 It may be necessary to preclude employees from taking a Personal Day immediately before and after holidays as well as immediately before and after school recess periods.

13.1.3 Unused Personal days will be credited to the following year's sick days.

### 14. HOLIDAYS

14.1 To be eligible for holiday pay a probationary employee must have worked at least thirty (30) calendar days preceding a holiday.

14.2 To be eligible for holiday pay, an employee must work the regularly scheduled day before and day after the holiday. Exceptions to this Paragraph are absences due to Sick/Family Leave, Jury Duty, and approved Personal Days.

14.3 Holiday pay shall be based on an employee's regular hourly rate.

14.4 All eligible employees shall be entitled to the paid holidays listed below:

- |                                       |                              |
|---------------------------------------|------------------------------|
| (a) Columbus Day                      | (g) New Years Day (observed) |
| (b) Veterans Day                      | (h) Martin Luther King Day   |
| (c) Thanksgiving Day                  | (i) Washington's Birthday    |
| (d) Day after Thanksgiving            | (j) Good Friday              |
| (e) Christmas Day (observed)          | (k) Memorial Day             |
| (f) Day before or day after Christmas |                              |

## 15. INSURANCE

### 15.1 Health and Dental Insurance Package

The District shall provide members of the Unit health and dental insurance that is the same coverage and according to the same contribution rates provided by the District to its teachers.

15.2 Employees who work more than 30 hours per week are entitled to the Health Insurance and Dental package.

If an employee voluntarily reduces his/her hours at or below 30 hours, they are no longer entitled to this benefit.

If the district reduces an employees hours to 30 hours or less, they shall retain their insurance coverage.

Employees hired prior to the signing of this Agreement who had health insurance coverage are entitled to continue same even though they may work less than 30 hours per week as stipulated above. However, if these employees voluntarily reduce their hours below 30, they are no longer eligible for this benefit.

15.3 Attendance will be required at two half-day mandatory workshops per year. The topic of the workshop will be job related. The District will provide the meeting place and materials.

15.4 Qualified bargaining unit members may elect to receive the following annual stipend as part of their regular salary, (stipend added to regular pay for 20 pay periods), for declining enrollment in the District's Health Insurance Benefit Program.

Declination of Single coverage:	\$400.00
Declination of Family/Double coverage:	\$800.00

If a bargaining unit member, who has selected this option, has a change in family status and/or existing insurance coverage, he/she may enroll in the District's Health Insurance Benefit Program, if qualified, at the next open enrollment period.



Any bargaining unit member not currently enrolled with the District Health Benefit as of July 1, 1994, will receive single coverage stipend of \$400.00 per year, as well as those who choose to leave single coverage.

- 15.5 Retirees shall enjoy the same insurance at the same rate as above after a minimum of 20 years of service in the District. The Term Life, Vision, and Dental provision terminates when the employee's active status ends.
- 15.6 The Food Service delivery person (regardless of number of hours worked) will be eligible for insurance per provision 14.1 of this agreement
- 15.7 The district will offer the Life Insurance/Optical Insurance to all employees. The cost of the Life Insurance/Optical Insurance will be paid by the employee and available September 2002.
- 15.8 Disability Insurance

Effective July 1, 2001, Local 200 United Union Members may elect to participate in the Weekly Disability Benefit Plan through Service Employees Benefit Fund. The cost shall be borne by the employees.

The district has agreed to deduct the premium through a payroll deduction for those members who have elected such coverage. The deduction shall be divided by twenty (20) payrolls.

After the initial enrollment, new hires shall become eligible after thirty (30) days of employment. The District will provide the Service Employees Benefit Fund with the appropriate enrollment form within thirty days from the time they enroll.

## 16. EDUCATIONAL BENEFITS

- 16.1 Effective September 1, 1989, the District shall provide all employee members of the Unit educational benefits consisting of reimbursement to a maximum of six credit hours per year or the equivalent at any New York State accredited college, university, or business school. Courses shall be pre-approved by the Superintendent or designee and be job related. To receive such reimbursement, the Unit member must provide documentation that he/she received a passing grade in the course(s).
- 16.2 The maximum reimbursement during the Bargaining members' employment with the District shall be limited to 30 credit hours.

## 17. SENIORITY

- 17.1 Unit seniority is the date of most recent employment within the Food Service Unit.
- 17.2 District employees transferring to Food Service shall establish new seniority dates as of the first day of employment in the new Unit and shall lose their seniority in the old Unit.
- 17.3 Twice per year at the request of the Divisional President, the District will provide the union with a listing of bargaining unit employees including date of hire, address, job titles and status (full-time or part-time).

## 18. MILEAGE REIMBURSEMENT

- 18.1 The District shall reimburse any member of the Unit at the standard mileage rate for all miles traveled at the request of the District from the designated work location of the employee. Deposits made at the close of the day will be paid for mileage from school to bank only.

## 19. JOB POSTING

- 19.1 All vacancies and newly-created openings of a permanent nature shall be posted for a period of five (5) working days. Posting notices shall include classification, location and hourly pay.
- 19.2 The awarding of jobs shall be by seniority providing the employee has the ability to do the work and shall be awarded in the following order:
  - First: Employees within the Unit when job would provide a downward movement, lateral movement or a promotion to a higher rated job. The three most senior individuals meeting the minimal qualifications shall be discussed by the Director of Food Service or designee and School Cook Manager.
  - Second: If all factors are equal, seniority shall be the deciding factor.
- 19.3 Any vacancies which have been posted but not been filled on a permanent basis, shall be reposted after sixty (60) days from the last posting. This occurs when there is no one who qualifies for the open position.
- 19.4 The District will supply the Divisional President a copy of all job postings.
- 19.5 Vacancies that occur on or after May 1 of each year will be filled on a permanent basis at the discretion of the District.

## 20. LAYOFF AND RECALL

- 20.1 All layoffs, reduction in force, job abolishment and recall shall be according to classification and Unit seniority.
- 20.2 The least senior employee in the affected classification within the Unit shall be the first to be laid off.
- 20.3 Recall according to classification within the Unit shall be in reverse order of layoff.
- 20.4 Trial Period
1. An employee who successfully bids on a promotional position shall serve a trial period of up to six (6) months. If the employee does not successfully complete the trial period, or chooses not to complete the trial period, he/she shall be returned to his/her former position and former rate of pay without loss of seniority.
  2. The position held by an employee during his/her trial period will be filled with a temporary employee until the trial period ends.

## 21. RETIREMENT

- 21.1 The District shall provide the New Career Plan known as Section 75 of the New York State Employees Retirement System for all eligible Tier I and II employees.

All eligible Tier III and IV employees will be provided with the appropriate retirement plan under the New York State Employees Retirement System and as per statute the employees shall contribute three percent of his/her wages to the Tier III or IV Retirement Plan.

- 21.2 Upon retirement, each eligible full-time employee shall be paid an amount per day for each unused sick leave/family days to maximum of 210 days, as noted in the following table, provided that the employee has a minimum of 15 years District service and notifies the District six months prior to the effective date.

<u>Days</u>	<u>Amount</u>
0 – 75	\$25/day
76 – 125	\$30/day
126 – 210	\$35/day

Upon retirement, each eligible part-time employee shall be paid an amount per day for each unused sick leave/family days to maximum of 210 days, as noted in the following table, provided that the employee has a minimum of 15 years District service and notifies the District six months prior to the effective date.

<u>Days</u>	<u>Amount</u>
0 – 75	\$20/day
76 – 125	\$25/day
126 – 210	\$30/day

## 22. LEAVE OF ABSENCE

- 22.1 The District shall grant, at its discretion, Leaves without pay not to exceed thirty (30) calendar days to non-probationary employees for valid emergency personal reasons.
- 22.2 Two extensions, not to exceed thirty (30) calendar days each, may be granted providing the original reason still exists and the Leave procedure is followed.
- 22.3 Additional extensions may be granted up to one (1) year from the beginning of the initial Leave. Seniority shall not accumulate during such additional extensions.
- 22.4 Requests for Leave shall be submitted as far in advance as possible, in writing, to the Department Director and shall state:
  - (a) reason for the Leave
  - (b) dates expected for beginning and termination of Leave.
- 22.5 While on Leave, an employee shall continue to maintain and accumulate seniority up to a maximum of ninety (90) calendar days.
- 22.6 When an employee returns from Leave, he/she shall be employed in the classification he/she was performing when the Leave began, providing he/she has the seniority to maintain the classification and the ability to perform such duties.
- 22.7 An employee who fails to return to work within three (3) work days after expiration of his/her Leave shall have his/her employment and seniority terminated.
- 22.8 Employees who accept other employment or engage in other business activities while on Leave shall have their employment and seniority terminated.

## 23. TEMPORARY DISABILITY LEAVE

- 23.1 Bargaining unit members are entitled to paid temporary disability leave with proper medical authorization, utilizing accrued illness/family and personal leave time. Bargaining unit members will provide, upon district request, a physician's statement justifying said leave. The district may, in accordance with state regulations, require comprehensive medical examinations by the Chief School Physician or his/her designee. Pregnancy disability will be treated the same as any other temporary disability.

## 24. JURY DUTY

- 24.1 Each employee shall be granted Leave with full pay for the period necessary in order to perform Jury Duty. Such absences shall not be deducted from any other Leave of Absence.

## 25. PROMOTIONS

- 25.1 Where ability is equal, employees with the longest seniority within the classification shall be promoted to higher rated jobs when such openings occur. It is agreed that the higher rated jobs shall be filled, when applicable, in full accordance with State Civil Service Law and the Rules and Regulations of the Onondaga County Department of Personnel.
- 25.2 When an opening does occur, the District shall post and advertise the position, in conspicuous places throughout the facilities, so that each employee can have an opportunity to compete for the position. The District agrees that, whenever possible, promotions shall be made from within the Bargaining Unit.

## 26. HEALTH AND SAFETY

- 26.1 The District shall continue to make reasonable provisions for the health and safety of its employees during the hours of their employment.
- 26.2 All employees within the Unit shall be covered under the provisions of the Workers' Compensation Law. Any Sick Leave allowance paid to any employee shall be reduced by the amount of Workers' Compensation received, if any.
- 26.3 Employees may receive said physical examination from one of the District's physicians at no cost to the employee.
- 26.4 An employee who chooses may receive the required physical examination from a physician of his/her choice at the employee's expense.

## 27. GRIEVANCE - ARBITRATION PROCEDURE

### 27.1 (a) Basic Principles:

- 27.1.1 The aggrieved may seek advice from, and have the right to be represented at any stage of the procedure by a person of his/her choice.
- 27.1.2 Written grievances shall include the name and position of the aggrieved party, the identity of the provision of this Agreement involved in the grievance, the time and place of the alleged events or conditions constituting the grievance, the identity of the party responsible for causing the alleged grievable events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.
- 27.1.3 Discharge grievance may be initially presented at Step 3.

### 27.2 Definitions:

- 27.2.1 Grievance - shall mean any alleged violation, misinterpretation, misapplication, or inequitable application of the express terms of this Agreement.
- 27.2.2 Aggrieved - shall mean an individual or group of Unit employees having the same grievance.
- 27.2.3 Unit President - shall mean the elected president of the Bargaining Unit.
- 27.2.4 Representative - shall mean any person designated by the aggrieved as his/her advisor, counsel or to act on his/her behalf.

### 27.3 Procedure:

#### 27.3.1 Step 1

The employee will present his/her grievance orally or in writing to the immediate supervisor within five (5) days of the grievance happening. The supervisor shall respond with five (5) working days.

#### 27.3.2 Step 2

Any grievance not resolved in Step 1 shall be presented in writing, signed by the aggrieved party or his/her representative, and presented to the next appropriate higher level of supervision within five (5) regular work days following the occurrence giving rise to the grievance. Within five (5) work days after receipt of the written grievance, the Director of Food Service shall meet with the employee, Unit President or designee, and shall, within five (5) work days after the meeting, provide a written answer to the employee, with a copy to the Unit President.

### 27.3.3 Step 3

Any grievance not resolved in Step 2 shall be presented to the Superintendent or designee within five (5) work days after the receipt of the Step 2 answer. Within five (5) work days after receipt of the grievance, the Superintendent or designee shall meet with the grievant or his/her designee, the Unit President or designee, and the Field Representative.

A written answer shall be provided by the Superintendent or designee within five (5) work days of the Step 3 meeting.

### 27.3.4 Step 4

If the grievance is not resolved in Step 3, the employee, with the approval of the Unit and Chapter Grievance Committee, may, within ten (10) days from the receipt of the Step 3 answer, submit the grievance to a mediator or fact-finder who shall be advisory only.

### 27.3.5 Step 5

- (a) If the grievance is not resolved in Step 4, the employee, with the approval of the Unit and Chapter Grievance Committee, may, within ten (10) days from the receipt of the Step 4 answer, submit the grievance to arbitration which shall be advisory only.
- (b) The fees and expenses of the arbitrator shall be shared equally by the parties. Each party shall be responsible for its own expenses for preparation, legal counsel, records, witnesses, and other costs necessary to arbitration.
- (c) Unless the grievance is raised and appealed within the time limits set forth herein, which may be extended only by written consent of both the District and the Association, it shall be deemed that there has been a waiver of the right to arbitration and the matter shall be closed.

## 28. LABOR MANAGEMENT COMMITTEE

The Labor Management Committee shall consist of four (4) people selected by the District and four (4) people selected by the Union. Meetings of the committee shall be held monthly or at other times mutually agreed to between the committee members.

## 29. GENERAL TERMS

29.1 All employees shall receive:

- (a) Meals are available for all Food Service employees. Each Food Service employee is entitled to lunch, provided it is eaten in a designated lunch area. Food cannot leave the premises.
- (b) The District will provide employees with two (2) uniform tops and two (2) uniform bottoms each year of the agreement.
- (c) If the District changes uniforms, the District will provide employees with three (3) uniform tops and two (2) uniform bottoms for the first year.
- (d) An employee can decline any part of their uniform allotment for the year. The request must be in writing to the Food Service Director.

29.2 When it is necessary to close school buildings due to inclement weather, those full-time employees who are advised not to report to work shall be paid for each day lost up to a maximum of three (3) days per school year at their regular salary rates.

29.3 When school is delayed, those individual(s) who are assigned breakfast program duties will report to work at their normal starting time regardless of said delay.

29.4 A Seniority Roster listing the seniority of each employee shall be posted at the beginning of each school year.

29.5 When the District establishes new classifications, the rate(s) shall be mutually determined between the District and the Association.

29.6 Employees shall submit their written resignations to the Director of Food Service at least two (2) work weeks prior to the termination date.

29.7 Employees absent from work three (3) or more days, without notifying the District, shall have employment and seniority terminated.

29.8 No Paragraph in this Agreement shall be in any violation of Civil Service Law, the Rules and Regulations of the State Department of Civil Service, the Rules and Regulations of the Onondaga County Department of Personnel or any other law, local, state or federal.

29.9 This Agreement shall not abridge any past or present employee monetary benefits unless such benefits are expressly modified by subject within this Agreement.



- 29.10 In the event that any paragraph of this Agreement shall be determined by a court of competent jurisdiction to be null, void or unenforceable, such decision shall not affect any of the other provisions of this Agreement, which shall continue in full force and effect.
- 29.11 This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations.

### 30. DURATION

- 30.1 This Agreement shall become effective July 1, 2004, and shall remain in full force and effect until Midnight June 30, 2007.
- 30.2 Neither party to this Agreement shall make or attempt to make any alterations, changes, modifications or variations of any of the items expressly covered by this Agreement unless it be mutually agreed to in writing.

### 31. COMPLETE AGREEMENT CLAUSE

- 31.1 This Agreement shall constitute the full and complete commitment between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written and signed amendment to this Agreement. This Agreement shall further be incorporated into and considered part of the established policies of both the Board of Education and the Union/Unit. It supersedes any rules, regulations or practices of the Board of Education or Union/Unit which shall be contrary to or inconsistent with its terms.
- 31.2 The Union/Unit agrees that no past practice shall be a restriction or limitation upon the rights of the District unless such practice has been incorporated in writing in this document.

32. TAYLOR LAW AMENDMENT

204A "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."

NORTH SYRACUSE CENTRAL  
SCHOOL DISTRICT

FOOD SERVICE EMPLOYEES  
DIVISION LOCAL 200 UNITED  
SERVICE EMPLOYEES INTERNATIONAL  
UNION AFL-CIO

By Kathleen B. Gammart

By Joseph Dennis Prioleto

Date 11/18/04

Date 10/25/04

(SEAL)

Attest Connie A. Gibson  
Clerk

APPENDIX "A"  
CLASSIFICATION AND RATE SCHEDULE  
HOURLY RATES  
2004 - 2005

	<u>Hire Rate</u> <u>(0-12 mos.)</u>	<u>Job Rate</u> <u>(1-6 yrs.)</u>	<u>Career Rate</u> <u>(7-12 yrs.)</u>	<u>Longevity Rate</u> <u>(13+ yrs.)</u>
Food Service Helper				
Part-time	\$ 9.96	\$ 11.14	\$ 11.49	\$ 11.61
Cook	\$ 12.79	\$ 13.62	\$ 13.88	\$ 14.04
Cook Manager	\$ 15.63	\$ 16.11	\$ 16.28	\$ 16.42
Concession Coordinator*	\$11.55			
Concession Worker*	\$10.09			

APPENDIX "B"  
CLASSIFICATION AND RATE SCHEDULE  
HOURLY RATES  
2005 - 2006

	<u>Hire Rate</u> <u>(0-12 mos.)</u>	<u>Job Rate</u> <u>(1-6 yrs.)</u>	<u>Career Rate</u> <u>(7-12 yrs.)</u>	<u>Longevity Rate</u> <u>(13+ yrs.)</u>
Food Service Helper				
Part-time	\$ 10.36	\$ 11.59	\$ 11.95	\$ 12.07
Cook	\$ 13.30	\$ 14.16	\$ 14.44	\$ 14.60
Cook Manager	\$ 16.26	\$ 16.75	\$ 16.93	\$ 17.08
Concession Coordinator*	\$12.01			
Concession Worker*	\$10.49			

APPENDIX "C"  
CLASSIFICATION AND RATE SCHEDULE  
HOURLY RATES  
2006 - 2007

	<u>Hire Rate</u> <u>(0-12 mos.)</u>	<u>Job Rate</u> <u>(1-6 yrs.)</u>	<u>Career Rate</u> <u>(7-12 yrs.)</u>	<u>Longevity Rate</u> <u>(13+ yrs.)</u>
Food Service Helper				
Part-time	\$ 10.77	\$ 12.05	\$ 12.43	\$ 12.55
Cook	\$ 13.83	\$ 14.73	\$ 15.02	\$ 15.18
Cook Manager	\$ 16.91	\$ 17.42	\$ 17.61	\$ 17.76
Concession Coordinator*	\$ 12.49			
Concession Worker*	\$ 10.91			

*\*Hours worked in these positions will not be credited toward hours needed for benefits.*

**APPENDIX "D"**

**FAMILY TIME LEAVE FORM**

**DATE:** \_\_\_\_\_

**WHO TOOK THE CALL:** \_\_\_\_\_

<b>NAME</b>	<b>REASON</b>	<b>APPROXIMATE LENGTH OF TIME</b>

**APPENDIX "E"**

**SICK TIME LEAVE FORM**

**DATE:** \_\_\_\_\_

**WHO TOOK THE CALL:** \_\_\_\_\_

<b>NAME</b>	<b>WHO IS SICK</b>	<b>APPROXIMATE LENGTH OF TIME</b>